

**SERIAL 09110- RFP COGNITIVE RESTRUCTURING GROUPS – MCSO
(Contract – Aspen Counseling & Development)**

DATE OF LAST REVISION: May 26, 2010

CONTRACT END DATE: May 31, 2013

CONTRACT PERIOD THROUGH May 31, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COGNITIVE RESTRUCTURING GROUPS – MCSO**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **May 26,2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

AS/df
Attach

Copy to: Materials Management
Sue Malinowsky, MCSO

(Please remove Serial 03199-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 09110 -RFP

This Contract is entered into this 26th day of May, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Aspen Counseling & Development, an Arizona corporation ("Contractor") for the purchase of Cognitive Restructuring Groups services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 26th day of May, 2010 and ending the 31st day of May, 2013.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 PAYMENTS:

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A." Payment shall be made as set forth in the RFP.
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice.

2.3 INVOICES:

- 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service

- Extended price
- Total Amount Due

2.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

2.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

2.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.0 AVAILABILITY OF FUNDS:

3.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

3.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

4.2 Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B", or in the purchase order requesting such services.

4.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

5.0 TERMS and CONDITIONS:

5.1 INDEMNIFICATION:

5.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of

appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

5.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

5.1.3 The scope of this indemnification does not extend to the sole negligence of County.

5.2 INSURANCE REQUIREMENTS:

5.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

5.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

5.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

5.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

5.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

5.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

5.2.11 Workers' Compensation.

5.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

5.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

5.2.12 Errors and Omissions Insurance.

Errors and Omissions insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of the Contractor, with limits of no less than \$1,000,000 for each claim.

5.2.13 Certificates of Insurance.

5.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

5.2.13.2 In the event any insurance policy (ies) required by this Contract is (are) written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Contractor’s work or services and as evidenced by annual Certificates of Insurance.

5.2.13.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

5.2.14 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

5.3 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

5.4 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

5.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Aspen Counseling & Development
Attn: Laurie Dwyer MC, LPC
2330 W. Estrela Drive
Chandler, AZ 85224

5.6 REQUIREMENTS CONTRACT:

5.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

5.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and

documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

5.6.3 Purchase orders will be cancelled in writing.

5.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

5.8 TERMINATION FOR DEFAULT:

5.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

5.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

5.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

5.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

5.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

5.10 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

5.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

5.12 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

5.13 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

5.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

5.15 RETENTION OF RECORDS:

5.15.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.15.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

5.16 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

5.17 ALTERNATIVE DISPUTE RESOLUTION:

5.17.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

5.17.1.1 Render a decision;

5.17.1.2 Notify the parties that the exhibits are available for retrieval; and

5.17.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

5.17.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

5.17.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

5.18 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

5.19 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

5.20 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

5.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

5.21.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

5.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.22 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

5.22.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

5.22.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or department of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

5.23 CONTRACTOR LICENSE REQUIREMENT:

5.23.1 The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

5.23.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

5.24 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

5.24.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

5.24.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

5.24.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

5.24.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

5.24.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

5.24.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

5.24.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

5.25 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

5.26 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

5.27 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

5.28 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

5.28.1 Exhibit A, Pricing; and

5.28.2 Exhibit B, Scope of Work.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT A PRICING

SERIAL 09110

NIGP CODE: 9522101

RESPONDENT'S NAME:

Aspen Counseling & Development

COUNTY VENDOR NUMBER :

W000008364

ADDRESS:

2330 W Estrella Drive

Chandler, AZ 85224

P.O. ADDRESS:

TELEPHONE NUMBER:

480 452 2448

FACSIMILE NUMBER:

480 917 3191

WEB SITE:

www.aspenhousecounseling.com

CONTACT (REPRESENTATIVE):

Laurie Dwyer MC, LPC

REPRESENTATIVE'S E-MAIL ADDRESS:

lauriesd@cox.net

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	x	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	x	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	x	_____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

FAILURE TO INDICATE PAYMENT TERMS WILL RESULT IN A DEFAULT TO NET 30 DAYS.

RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

[] NET 10 DAYS	[] NET 45 DAYS	[] 1% 10 DAYS NET 30 DAYS
[] NET 15 DAYS	[] NET 60 DAYS	[] 2% 30 DAYS NET 31 DAYS
[] NET 20 DAYS	[] NET 90 DAYS	[] 1% 30 DAYS NET 31 DAYS
[x] NET 30 DAYS	[] 2% 10 DAYS NET 30 DAYS	[] 5% 30 DAYS NET 31 DAYS

1.0 PRICING:

COST PER GROUP SESSION

1.1 Group Session (120 minutes) \$180.00 /Session Rate

1.2 Group Session (hourly rate) \$100.00 /Hourly Rate
(sessions less than 120 minutes)

*REMINDER: Hourly rates greater than \$200.00 per group session will not be considered, per Section 2.1.6.3.

EXHIBIT B

2.0 SCOPE OF WORK

2.1.1 Qualifications (2.1.1 through 2.1.1.3)

The Aspen Counseling & Development facilitators providing services under this contract would possess a master's degree in the field of human services (e.g. Counseling, Psychology, Social Work, or related field), or receive clinical supervision from a Ph.D. or Masters level supervisor. Aspen counselors providing direct services will be licensed by the Arizona Board of Behavioral Health Examiners (in counseling, social work or marriage and family) or be eligible for licensure and have a minimum of two years or 2000 hours experience in education or counseling. Laurie Dwyer MC, LPC, the owner of Aspen Counseling & Development, holds an Arizona State License # LPC-10494, a license in good standing with recognized status to provide the clinical supervision necessary under the terms of this contract.

All Aspen counselors providing services under this contract are experienced in the delivery of cognitive behavioral services, including the facilitation of educational/didactic groups. Aspen Counseling & Development successfully facilitated the cognitive-based Recreational Art Therapy (Serial 06060 RFP) groups for the MCSO Alpha Program until March of 2009. Budget cuts caused early termination of the groups, which up until that time had been well received by inmates and Alpha staff. As such, our primary counselors have experience in the MCSO jail facilities delivering these cognitive behavioral groups. In addition, all of the counselors have experience providing substance abuse groups at a locked/secure residential treatment center in accordance with AOC contracts and probation requests.

All Aspen counselors have experience working in jail facilities or locked, secure treatment facilities with criminal/offending populations. Aspen counselors utilize cognitive behavioral treatment delivery as their primary modality. This includes a focus on thought reports, a thorough understanding of the Transtheoretical Model of Change (Stages of Change) (Prochaska, DiClemente & Norcross) and experience in delivery of curricula that encompasses the Franklin Reality Model, Cognitive Therapy, Rational Emotive Therapy, and Addiction/Substance Abuse programs with adults and juveniles. In addition, all Aspen therapists have experience working with a variety of client populations representing many cultures, ethnicities and walks of life.

2.1.2 Credentials Verification (2.1.2.1 through 2.1.2.5)

Copies of resumes, college degrees and certifications/licenses in accordance with the solicitation are included under TAB # 4. Aspen counselors agree to fully comply with the security clearances, background checks and training requirements outlined in the solicitation.

Aspen agrees to notify MCSO of any and all material changes to personnel and program content related to the service contract. Notifications for content changes will be made in advance of implementation and receive approval by MCSO personnel prior to implementation. We further agree to comply with notification of staff changes within 48 hours of predicted or actualized change(s).

2.1.3 Parameters (2.1.3.1 through 2.1.3.5)

Aspen agrees to provide weekly to semi-weekly, open-ended, cognitive restructuring groups in the design specified by this solicitation for any or all of the inmate groups identified. Aspen counselors have experience working with all the populations cited, including a history of working in MCSO programs. All of our counselors have experience with probation involved and incarcerated juveniles, addiction/substance abusing populations, and dually diagnosed clients. We agree to tailor sessions for gender specific or age specific groups and, when possible, facilitate Spanish-speaking groups.

We will facilitate the groups, to be 120 minutes in length, using curriculum that is utilizes a facilitator's guide and a client workbook (please see TAB 6 for samples of our curriculum). Aspen agrees to provide all materials necessary to facilitate these groups. The curriculum will encompass the Franklin Reality Model, stages of change, strategies to identify thinking errors and core beliefs to target for change, thought reporting and motivation.

All Aspen counselors are seasoned, professional facilitators trained to utilize methods for good classroom management. Aspen counselors are adept at establishing safe, strong, learning environments often with people who are not attending the group sessions “by choice”. In addition to providing an engaging learning environment, we utilize established, accepted protocol to elicit participation and commitment to group. These include, among others, motivational interviewing, reality testing, behavioral contracting and community/group development. Having experience in jail facilities and/or locked, secure facilities, we understand the necessity to abide with any and all security and inmate regulations.

2.1.4 Services (2.1.4.1 through 2.1.5.5)

Aspen agrees to provide curriculum that clearly identifies goals and objectives for each session. All Aspen counselors have facilitated groups that teach cognitive behavioral constructs. The curriculum that we will use will address changing the criminogenic mindset through use thought reports and other strategies. Units will include opportunities for skill building in anger management, goal setting, substance abuse/relapse prevention, making wise choices, effective communication, self-esteem, impulse control, motivation and change, cycle of violence and choosing pro-social behaviors as requested in the solicitation. Aspen will work closely with MCSO to ensure that our curriculum aligns with and supports the goals of MCSO programs.

We currently use curriculum from our proprietary materials I Create My Path workbook (See TAB 6). We also draw from nationally recognized sources such as Group Treatment for Substance Abuse, A Stages of Change Therapy Manual” by DiClemente, materials from the Institute for Behavioral Research (Criminal Justice Version/TCU) and other sources. The sessions will involve and homework will include the use of thought reports, identification of thinking errors, skill practice, journals and other assignments.

Our facilitators are trained in service delivery components that utilize a variety of modalities to engage all learning types (Visual, Auditory, and Kinesthetic). To this end, we would like to offer, as a part of our curriculum, the option to use creative expression or art as part of the counseling/learning process. As stated earlier in this proposal, Aspen Counseling and Development provided cognitive behavior-based Art Therapy groups previously to MCSO Alpha inmates. These groups were popular with the inmates and with Alpha Staff. Inmates who missed their art therapy group often voluntarily requested to make up their group by attending a later session. Outcome data generally identified higher post-group test scores that relate to MCSO program goals like: “I can express my emotions in healthy ways”, “I know how to communicate my needs appropriately”, “I have the coping skills to resolve conflicts” and “I am in control of my life”. The use of art therapy provides a forum in which the inmate is engaged in an activity that they truly enjoy, while simultaneously learning the same concepts and components taught in traditional, didactic-only groups. Art therapy also has an added benefit over didactic groups because in creating art, the inmate learns and practices an effective mode of expression of emotions and thoughts. This is especially helpful for less-verbal inmates or those inmates with difficulty in reading or writing. While not all of the group sessions would have to include art, we do offer MCSO the **option** to provide a variety of counseling services to your inmates while still meeting all of the requirements of the groups outlined in the solicitation. The use of this Art Therapy modality would only be done at the request of MCSO and is not a requirement for Aspen to provide these groups to MCSO. We have included both didactic group and art therapy group sample curriculum for you to compare under TAB 6 of this proposal.

Aspen agrees to provide MCSO staff with written reports and documentation as outlined in the solicitation; treatment plans in accordance with MCSO specifications, pre and post testing activities and discharge summaries with recommendations for continuing or transitional care (for ALPHA or Special Education populations). Tab 6 includes samples of the documentation used with our previous contract. If this format is acceptable we will utilize the same format for groups under this solicitation. If needed, we will construct new documentation to meet the needs of MCSO.

Aspen agrees to notify MCSO staff regarding failures by inmates to participate appropriately. The Aspen curriculum will include homework targeted at identifying the inmates identification and use of alternative coping/self-management skills which impede change. These homework assignments will be utilized to determine progress.

2.1.5 Administrative Services (2.1.5.1 through 2.1.5.4)

Aspen will maintain attendance records and agrees to notify MCSO on the next working day following a

missed session. We further agree to provide monthly progress reports within five working days after the completion of the agreed upon reporting period. Pre and Post testing of cognitive skills to measure improvements will be provided within five working days of testing procedure. Other reports and evaluative measurements will be provided as indicated by MCSO and agreed upon as part of this solicitation.

Aspen agrees to notify MCSO prior to dismissing or discharging any inmate from group, except in cases in which the behavior of that participant violates the safety and well being of the participant or others. If a termination is made, we will provide a written report to the identified MCSO staff within 24 hours of dismissal.

2.1.6 Administrative Information (2.1.6.1 through 2.1.6.5)

Aspen counselors agree, at the discretion of MCSO, to facilitate groups in any of the facilities listed in the solicitation. The primary counselors have jail clearance for, and are familiar with, the Estrella and Lower Buckeye facilities.

See Attachment A for cost per group and cost per hour information. Aspen acknowledges that group preparation, supplementary individual counseling, and documentation preparation time are considered inclusive of the group rate, including outcomes relating to individualized plans, as agreed upon with the County. Aspen respects the right of the County to make multiple contractor awards.

CURRICULUM CONTENTS: OBJECTIVES AND LESSON PLANS

Week One:

The focus of week one is to introduce participants to Art/Recreation Therapy. Participants will become familiar with different medium (paints, pastels, clay, collage, etc). Participants will become familiar with the group process and with sharing personal information and insights in a therapeutic setting.

Session one

Pre-Test Each member completes pre-test, make sure name is on paper

Introduction by Facilitator: Brief overview of “What is Art Therapy” (attached)
Also add the Recreational Activities along with art are used

Warm Up: Introductions via Color selection
Participants choose a color (pastel or crayon) that represents them. They
Introduce themselves, the significance of the color and as much personal
Information as they feel comfortable with

Group: No Mistakes in Art Therapy (Intro to Art Therapy)

Materials: Crayons, markers, pastels (any medium could be used), 8 x 10 paper, easel/board & clip

Objective: Participants will become comfortable and familiar with the key constructs/purposes and procedures of art therapy.

Procedure: Use a variety of techniques to demonstrate that a simple instruction can elicit a variety of responses dependent on the internal forces of each participant. Any of these could be elaborated on to create a full group from the technique:

Ask client to draw a circle with something inside, and something outside, * Facilitator draws a symbol, ask all to copy and add to create something from that symbol, *

*Facilitators: Discuss the wide responses, and that no one is right or wrong. Explain that art therapy uses

these types of exercises to evoke what is on people's minds

Instruct clients to “draw” a secret, explain use of abstract: **the secret is not to be shared***

*Facilitators: Explore how their secret is now public. They’ve shared the “burden” of the secret, but in less threatening manner than a verbal “confession”

Show abstract doodles, each client draws a quick sketch of what it evokes or discuss what each member sees. Again, explore how no right answer, that the differences are differences from within each participant

Session Two

Warm-Up/Skill: Relaxation, breathing

Practice deep relaxation breathing. Discuss diaphragmatic breaths and benefits of breath practice. Breathing is the natural antidote to stress. Advise that today’s exercise may elicit some stressful or negative emotions, this is a skill to employ during the exercise as needed.

Group: Affirmations: Replacing negative past messages

Materials: Acrylics, Acrylics, various brushes, water cups, table cover, color wheel, affirmation list (pencils, markers, pastels may also be used)

Objective: Learn the value of using affirmations to counter-act negative self talk. This is an introductory group to explore blending and use of color, using acrylics. Introduction to THOUGHT LOG.

Procedure:

Facilitator: Pass out affirmation info sheet. Briefly give overview or benefits & use of affirmations
Participants will go over list to learn the basics of creating affirmations.

Inform clients that part of this group will include a brief exercise that might make them uncomfortable. To support them through this we will recommend and continually suggest breathing deeply. Advise they will be learning how to employ affirmations during this group to also help deal with negative messages and resulting emotions.

Discuss the power of our “negative tape recorders” and the negative, self-deprecating messages we all use. Use a brief guided imagery re: a negative message they received while growing up that they continue to use today. Make suggestions as to the first time they heard the message, who’s voice do they hear? (suggest the person is not a bad person, they were just mistaken) Have them focus on the negative message, the colors they see, the feelings they feel. Pass out paint paper and have them paint.

Participants do not need to paint a “scene” suggest **color/shapes only** to represent that theme.

Have clients share projects (if they will) including the negative message. Have client, with group help, create a positive affirmation to counteract that negative statement. This is the affirmation to be used for the next part of this session.

Facilitators discuss how different people associate different colors/shades/patterns with different emotional states and that all are valid and correct. There is no “rule” about any color representing a certain emotion.

Allow time for all clients, whether they shared their negative message or not, to create a new message, using the positive affirmation techniques. Facilitate a similar guided imagery, using breathing first, then focusing on the healing, positive message. Attend to the different colors, images or emotions come to mind during this imagery. Have them now paint this theme as a “reminder” to take with them to practice the affirmation throughout the week.

Rip up, wad up, destroy throw away the negative message, indicating that it no longer holds power, unless we continue to give it power and use.

Homework: THOUGHT LOG, PRACTICE BREATHING AT BUNK TIME

WEEK 2

Session one: Values exploration

Pass out values list & go over each with participants. See attached exercise to help clients select 8 then cross off until reach their most important value. Using watercolors (any medium could be used) , create a “color code”: select one color to represent that value. Place a small block of that color on the list (use paint like a highlighter across the value on the list) as a reference.

Group: Value Wheels

Materials: watercolors & paper, color coded value list from Warm up, table covers, water cups, brushes

Objective: Explore core values and congruence between what we say is important and what we actually do to portray that importance in our lives.

Procedure: pass out watercolor paper to each participant. Ask each client to draw a large circle using pencil. Inform clients that watercolors, are translucent. Unlike acrylics and oils that can be “layered” most watercolor artists sketch an outline first, then fill in the outline. Almost like your own paint by number. Instruct them on how to develop a “Pie Chart Graph” by using their color code values list. Select 4-8 of most important values and create a pie chart that depicts **in a perfect world** each wedge indicating a percentage of time & energy devoted to that value. Clients can write words or phrases in each wedge indicating what actions they would take to demonstrate the importance of this value in their lives. Remember, this is in **a perfect world**, NOT what they’ve demonstrated thus far in life. There may be overlap in values, ask them to be creative to demonstrate this.

Alternative:

Using Acrylic paints:

After creating color code for values, have participants make a palette using the 8 chosen colors. Participants create any painting they choose to represent their eight values & color choice.

Compare and Discuss the differences between “actual” time/energy spent and what they would like to be doing. Ask them to set one goal to help make the “actual” more closely resemble the “perfect” world. If there is enough time, they can create a second “actual” value wheel to help in the comparison.

HOMEWORK: CONTINUE THOUGHT LOG, JOURNAL ENTRY RE: WHERE YOUR TIME, ENERGY AND MONEY WAS SPENT IN THE SIX MONTHS PRIOR TO BEING LOCKED UP. WAS IT SPENT ON YOUR 8 MOST IMPORTANT VALUES.

Session two

Warm-Up/Skill: Play Doh Stress balls (Progressive Muscle Relaxation)

Each client is given a lump of clay/dough to manipulate as facilitator instructs/goes through the concept and benefits of Progressive Muscle Relaxation.

Group: Guided Imagery: Self as Tree (use modified “Rosebush” exercise attached)

Materials: modeling clay (each client needs handful size), 8 X 10 paper, dry medium – pastels, pencils

Objective: Help Participants become familiar with imagery as both a relaxation/stress technique and as a method of expressing creatively. Explore internalized concepts of self. Introduce medium of clay

Procedure: Go through Tree (Rosebush) imagery. Participants are given modeling clay and asked to develop a representation of themselves as the tree that they visualized during the exercise. The tree may be placed on an 8 X10 paper and other medium used to create surrounding environment (weather, location, etc). Have members share their trees.

Discussion: Pay attention to use of roots, structure, type of tree, fruit (refer to possible symbolism)
(Follow-up group suggestion: Paint Trees with acrylics, or, as group exercise, have all participants place their tree on a plywood board to represent a “forest” of all trees – discuss placement in forest (isolated, “center” of forest, next to whom?)
Inmates to share journal homework from values and one example from thought log.

Week three

Session one

Warm Up: Meditation

Play relaxing music in background. Discuss Mandala Basics and the central concept of meditation as it is tied into the creation of the mandala. Read the meditation script (attached).

Group: Introduction to Mandala

Materials: all medium available, mandala template, paper, Tibetan CD & player

Objective: clients will learn the basics of creating a mandala and the associated meditation as a skill for stress reduction and creativity.

Procedure:

Music may continue to play in background.

Abbreviate tenets from Introduction to Mandalas (attached) to give proper guidance in the creation of their own Mandala.

Pass out paper to each client, advise them they can select any available medium to create their Mandala

Hold up the Mandala Template. Go over each category. Emphasize that “SELF” is in the center and is made of all the surrounding areas, as such, it might work best to create that portion last.

Ask them to resume breathing again, to help ease them into earlier meditation mode, when they are ready, they create their own mandala, including the chosen categories, to aid in sharing.

Save time for each to share their Mandala with group.

Session two

Warm-Up/Skill: Serenity prayer (as shared in 12-Step programs).

Read the Serenity Prayer and discuss main concepts.

Emphasize : We cannot change: other’s actions, the past, etc

We can only change/control: ourselves, our choices, etc.

To emphasize the concept of letting go, or “turning over” (to higher power) those things we can’t influence

Have them create bags in which to place their worries about things they can’t control

Have each client identify one worry that they have no control over, write it on slip of paper

Pass out one paper bag and one paper strip to each client (“God bags”, “HP bags” or “worry bags”)

They may decorate using any medium

After completion, crumple up the slip of paper with the worry, place in bag, & forget it!

Put bags off to side for later in group.

Group: Circles of Control

Materials: paints, pastels, markers, paper appropriate for chosen medium, scissors, pencils, circle of concern (attached)

Objective: Reinforce idea of “circles” of control, what is in our control, what do we have to “let go”

Procedure: Pass out sheet of paper and sticky note pads for each client. Using sticky notes, write a separate problems/concern on a sticky note and create a pile of sticky notes representing their combined concerns.

Then Instruct them to draw a circle on the paper. This represents circle of concern.

Clients then draw a circle about 2-3 inches outside and around the existing “sticky note” circle.

Share brief overview of “Circles of Concern” (attached)

The central circle is area of direct influence (things we can directly influence – ourselves)

The area between the central circle and second circle is area of indirect influence, or those issues we don’t control, but may have influence over (others)

The area outside the circles, is the area of “no control”

Through small group discussion, help them identify which sticky notes to put in the center (direct influence), which to move to area of indirect influence, and which to move to area of “no influence/control”.

Some concerns can be broken-down into areas over which they have direct, indirect or no influence.

i.e. “My mother’s poor health” can be broken into

Mom’s health – no control

“support good health care choices, pray for my mom, model good, healthy behavior” – indirect

After discussion, have them cut out the circle, eliminating the outer “no control” area, which can then be crumpled and placed in the previously made “worry bag”.

Homework: Thought Log, identify situations that happen in next two days, identify what is in your control, what is not. Enter this as a journal entry to share next group.

Week Four

Session One

Warm Up: Poetry Readings. Discuss use of poetry (reading or writing) as expressive art/stress reduction technique. Share some favorite authors, let members share their experiences with poetry.

Introduce the Portia Nelson Poem: My Life in 5 Short Chapters as example. Have participants identify what Chapter they are in, and what their “hole” is.

Group: Situation Map

Material: any medium can be used, large drawing or butcher paper

Objective: Participants will demonstrate an understanding that different choices lead to different outcomes

Procedure: After introducing Portia Nelson poem, Participants draw themselves avoiding “the hole” that is spoken of in the poem.

Pass out large paper to each client

Ask them to choose one corner in which they will draw a representation of their perfect future (spend about 10-15 minutes on this)

In the opposite corner, have them draw a representation of themselves, stick figure ok

In the center of the paper, create a large area to represent the “hole”

Now ask each participant to create two paths, one leading to the hole, and one path avoiding the hole and going on to the future. Ask them to draw representative stops along the way depicting situations, events, triggers along each pathway that leads to their eventual end (either falling in the hole again, or having the future they want).

Share decision making/Steps to problem solving (handout)

Homework: Complete handout

Session two

Warmup: Empathy skills

Discuss the concept of empathy and the importance of this skill in everyday life.

Materials: empathy cards . Pass out cards, have clients generate story about what is happening in the picture, and the emotions felt by the people in the photos. To save time, this can be done in small group.

Group: Emotion in a hat

Materials: any medium, pencils, notecards, hat

Objective: members demonstrate empathy through artwork/expression

Procedure: Members secretly write on a notecard a brief description of an event that happened to them that caused emotion (fear, anger, sadness, happiness) that still influences them today. This does not have to be a significant event, but an emotion provoking event. These notecards are placed in a hat and drawn randomly. Members select a card and create any work of art as an appropriate “token” to give to the person whose card they drew. Indicating 1) the event and 2) how they think the person felt during the event AND 3) an appropriate response to that person.

When all members have completed their project. Share in large group.

Discuss if it felt like the person describing the event had the accurate emotions. How did it feel that someone knew how you felt? That they were wrong? Hearing your story shared?, etc...

HOMEWORK: Thought Logs. Skill rehearsal: Using empathy skills, check in with one groupmate re: his feelings during a situation.

Week five

Session one

Warm-Up/Skill: music and mood (introduce concept of music ‘s influence on mood and use as relaxation and stress reduction)

Objective: Participants will have opportunities as well as work together on an overall project. Teamwork, following directions, negotiating space, are all themes for discussion.

Procedure: pass out 8 X 10 sheet, divide into four quadrants. Play first music selection, free draw in one quadrant. Repeat for three other different music type selections. Discuss how different types of music affect mood and artwork. Discuss how we should be active in choosing music to create the mood we choose. Discuss how certain music may be triggers for partying, drugs or alcohol, etc...

Group: Self as fish/ Fish in Aquarium

Materials: paper, scissors, any medium, tape, dry erase markers or butcher paper

Objective: To explore internalized concepts of self, and self as part of group

Procedure: Continue to use music in background to stay with music theme. Participants are asked to develop a representation of themselves as a sea creature. Have them work on this as the music changes in the background. In groups of 2 or 3, instruct them to begin work on a community project of creating a backdrop or “Aquarium” on the whiteboard or butcher paper. This is a place in which all the sea creatures will “live”. After each member has added to aquarium and all sea animals are completed. Each member takes turns sharing their fish, then places it in the aquarium (on whiteboard/butcher paper w/tape) Discuss each sea creature as each client presents and places it in the aquarium (as representative of the community). Discuss community dynamics as they arise, and finish discussion

Session two

Warm Up/Skill: Review concepts from previous Mandala group. Mandala as stress reliever and creative catalyst; Themes of symmetry, cohesiveness, wholeness should be discussed. Do Meditation warmup.

Group: Joint Mandala

Materials: each member has one element (Mandala “slices”, single color of paint, small brush, large brush, glitter)

Objective: Clients will be able to work together to create a joint project. All members participate as valued pieces of the final whole.

Procedure: Divide group into smaller groups. Each member of the group has one slice of mandala and one element. The group negotiates to combine to make small group mandala. These mandalas will be discussed to examine if all members participated, do all members feel they contributed, symmetry, cohesiveness, wholeness, flow, etc...

Homework: Skill Rehearsal, complete at least one mandala as coping skill over next two days.

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